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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 ANTOINETTE HANSON,
11
12 Plaintiff,
13 v.

14 MERRICK BANK CORPORATION,
15 EXPERIAN INFORMATION
16 SOLUTIONS, INC., TRANS UNION,
17 LLC, and DOES 1-10 INCLUSIVE,
18 Defendants.

Case No. 2:24-cv-02534-MRA-JC
Hon. Mónica Ramirez Almadani
Hon. Magistrate Jacqueline Chooljian

PROTECTIVE ORDER

19 **1. GENERAL**

20 1.1 Purposes and Limitations. Defendants have represented that discovery in
21 this action is likely to involve production of confidential, proprietary, or private
22 information for which special protection from public disclosure and from use for any
23 purpose other than prosecuting this litigation may be warranted. Defendants moved to
24 have the Court enter a Protective Order. (Docket No. 41). Plaintiff did not file an
25 opposition to such motion and the Court deemed such lack of opposition consent to the
26 granting of the motion and granted the motion on that basis, indicating that it would
27 issue a modified version of Defendants' Proposed Protective Order, which the Court
28 now does. (See Docket No. 64). This Protective Order does not confer blanket

1 protections on all disclosures or responses to discovery and the protection it affords
2 from public disclosure and use extends only to the limited information or items that are
3 entitled to confidential treatment under the applicable legal principles. Further, as set
4 forth in Section 12.3, below, this Protective Order does not entitle the parties to file
5 confidential information under seal. Rather, when the parties seek permission from the
6 court to file material under seal, the parties must comply with Civil Local Rule 79-5
7 and with any pertinent orders of the assigned District Judge and Magistrate Judge.

8 1.2 Good Cause Statement. Plaintiff Antoinette Hanson has filed this lawsuit
9 (the “Litigation”) against Defendants Trans Union LLC (“Trans Union”) and Merrick
10 Bank Corporation (“Merrick”), alleging that Defendants are liable to Plaintiff for
11 damages resulting from alleged violations of the Fair Credit Reporting Act, 15 U.S.C.
12 § 1681, *et seq.*

13 Defendants represent that this action is likely to involve trade secrets, customer
14 and pricing lists and other valuable research, development, commercial, financial,
15 technical and/or proprietary information for which special protection from public
16 disclosure and from use for any purpose other than prosecution of this action is
17 warranted. Defendants further represent that such confidential and proprietary
18 materials and information consist of, among other things, confidential business or
19 financial information, information regarding confidential business practices, or other
20 confidential research, development, or commercial information (including information
21 implicating privacy rights of third parties), information otherwise generally
22 unavailable to the public, or which may be privileged or otherwise protected from
23 disclosure under state or federal statutes, court rules, case decisions, or common law.
24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
25 disputes over confidentiality of discovery materials, to adequately protect information
26 the parties are entitled to keep confidential, to ensure that the parties are permitted
27 reasonable necessary uses of such material in connection with this action, to address
28 their handling of such material at the end of the litigation, and to serve the ends of

1 justice, a protective order for such information is justified in this matter. The parties
2 shall not designate any information/documents as confidential for tactical reasons or
3 without a good faith belief that such information/documents have been maintained in
4 a confidential, non-public manner, and that there is good cause or compelling reasons
5 why such information/documents should not be part of the public record of this case.

6 **2. DEFINITIONS**

7 2.1. Action: *Antoinette Hanson v. Merrick Bank Corporation, et al., Civil*
8 *Action No. 2:24-cv-02534-MRA-JC.*

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for protection
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm that has
9 appeared on behalf of that party, including support staff.

10 2.11 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only Protected
25 Material (as defined above), but also (1) any information copied or extracted from
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
27 Material; and (3) any deposition testimony, conversations, or presentations by Parties
28

1 or their Counsel that might reveal Protected Material, other than during a court hearing
2 or at trial.

3 Any use of Protected Material during a court hearing or at trial shall be governed
4 by the orders of the presiding judge. This Order does not govern the use of Protected
5 Material during a court hearing or at trial.

6 **4. DURATION**

7 Once a case proceeds to trial, all of the court-filed information to be introduced
8 that was previously designated as confidential or maintained pursuant to this Protective
9 Order becomes public and will be presumptively available to all members of the public,
10 including the press, unless compelling reasons supported by specific factual findings
11 to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana
12 v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
13 “good cause” showing for sealing documents produced in discovery from “compelling
14 reasons” standard when merits-related documents are part of court record).
15 Accordingly, as to such foregoing court-filed information the terms of this Protective
16 Order do not extend beyond the commencement of the trial.

17 As to material designated as confidential or maintained pursuant to this
18 Protective Order that is not introduced at trial, the confidentiality obligations imposed
19 by this Protective Order shall remain in effect even after the final disposition of this
20 litigation, until a Designating Party agrees otherwise in writing or a court otherwise
21 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims
22 and defenses in this Action; and (2) final judgment herein after the completion and
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
24 including the time limits for filing any motions or applications for extension of time
25 pursuant to applicable law.

26 **5. DESIGNATING PROTECTED MATERIAL**

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies
2 under the appropriate standards. The Designating Party must designate for protection
3 only those parts of material, documents, items, or oral or written communications that
4 qualify so that other portions of the material, documents, items, or communications for
5 which protection is not warranted are not swept unjustifiably within the ambit of this
6 Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper purpose
9 (e.g., to unnecessarily encumber the case development process or to impose
10 unnecessary expenses and burdens on other parties) may expose the Designating Party
11 to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this
16 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
17 or ordered, Disclosure or Discovery Material that qualifies for protection under this
18 Order must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix, at a minimum, the legend
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
24 contains protected material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and before
2 the designation, all of the material made available for inspection shall be deemed
3 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
4 copied and produced, the Producing Party must determine which documents, or
5 portions thereof, qualify for protection under this Order. Then, before producing the
6 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
7 to each page that contains Protected Material. If only a portion or portions of the
8 material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify
11 the Disclosure or Discovery Material on the record, before the close of the deposition.

12 (c) for information produced in some form other than documentary and
13 for any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information is stored the legend
15 “CONFIDENTIAL.” If only a portion or portions of the information warrants
16 protection, the Producing Party, to the extent practicable, shall identify the protected
17 portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive the
20 Designating Party’s right to secure protection under this Order for such material. Upon
21 timely correction of a designation, the Receiving Party must make reasonable efforts
22 to assure that the material is treated in accordance with the provisions of this Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s Scheduling
26 Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
3 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

4 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
5 be on the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
7 may expose the Challenging Party to sanctions. Unless the Designating Party has
8 waived or withdrawn the confidentiality designation, all parties shall continue to afford
9 the material in question the level of protection to which it is entitled under the
10 Producing Party's designation until the Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a Receiving
17 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the Court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
24 only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of
2 the Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
15 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
16 not be permitted to keep any confidential information unless they sign the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
18 by the Designating Party or ordered by the Court. Pages of transcribed deposition
19 testimony or exhibits to depositions that reveal Protected Material may be separately
20 bound by the court reporter and may not be disclosed to anyone except as permitted
21 under this Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
25 **PRODUCED IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation that
27 compels disclosure of any information or items designated in this Action as
28 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party unless prohibited by law.
2 Such notification shall include a copy of the subpoena or court order unless prohibited
3 by law;

4 (b) promptly notify in writing the party who caused the subpoena or order to
5 issue in the other litigation that some or all of the material covered by the subpoena or
6 order is subject to this Protective Order. Such notification shall include a copy of this
7 Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by
9 the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with
11 the subpoena or court order shall not produce any information designated in this action
12 as “CONFIDENTIAL” before a determination by the court from which the subpoena
13 or order issued, unless the Party has obtained the Designating Party’s permission or
14 unless otherwise required by the law or court order. The Designating Party shall bear
15 the burden and expense of seeking protection in that court of its confidential material
16 and nothing in these provisions should be construed as authorizing or encouraging a
17 Receiving Party in this Action to disobey a lawful directive from another court.

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1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the remedies
6 and relief provided by this Order. Nothing in these provisions should be construed as
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party’s confidential information in its possession, and the Party is subject to an
10 agreement with the Non-Party not to produce the Non-Party’s confidential information,
11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Protective Order
16 in this Action, the relevant discovery request(s), and a reasonably specific description
17 of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this Court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party’s confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the Court unless otherwise
26 required by the law or court order. Absent a court order to the contrary, the Non-Party
27 shall bear the burden and expense of seeking protection in this Court of its Protected
28 Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Protective Order, the Receiving Party must immediately (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and
8 (d) request such person or persons to execute the “Acknowledgment and Agreement to
9 Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement into the Protective Order.

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
25 would have to object to disclosing or producing any information or item on any ground
26 not addressed in this Protective Order. Similarly, no Party waives any right to object
27 on any ground to use in evidence of any of the material covered by this Protective
28 Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
3 orders of the assigned District Judge and Magistrate Judge. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the Court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the Court.

8 **13. FINAL DISPOSITION**

9 After the final disposition of this Action, within 60 days of a written request by
10 the Designating Party, each Receiving Party must return all Protected Material that has
11 not been introduced into the public record at trial to the Producing Party or destroy
12 such material. As used in this subdivision, "all Protected Material" includes all copies,
13 abstracts, compilations, summaries, and any other format reproducing or capturing any
14 of the Protected Material. Whether the Protected Material is returned or destroyed, the
15 Receiving Party must submit a written certification to the Producing Party (and, if not
16 the same person or entity, to the Designating Party) by the 60 day deadline that
17 (1) identifies (by category, where appropriate) all the Protected Material that was
18 returned or destroyed, and (2) affirms that the Receiving Party has not retained any
19 copies, abstracts, compilations, summaries or any other format reproducing or
20 capturing any of the Protected Material. Notwithstanding this provision, counsel are
21 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
22 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
23 expert reports, attorney work product, and consultant and expert work product, even if
24 such materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4 (DURATION).

1 **14. VIOLATION OF ORDER**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 IT IS SO ORDERED.

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8 DATED: August 19, 2024

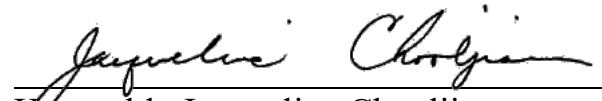
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10 Honorable Jacqueline Chooljian
11 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on August 19, 2024 in the case of *Antoinette Hanson v. Merrick Bank Corporation, et al., Civil Action No. 2:24-cv-02534-MRA-JC*. I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____